

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
In re:	:	Chapter 11 Case No.
	:	
LEHMAN BROTHERS HOLDINGS INC., et al.,	:	08-13555 (JMP)
	:	
Debtors.	:	(Jointly Administered)
-----X		

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr.P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Javano Management, L.L.C.	RBS Securities Inc.
Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent: P.O. Box 6934 New York, New York 10150 E-mail: info@javanomgmt.net Phone: <u>N/A</u> Last Four Digits of Acct #: <u>N/A</u> <u>With a copy to:</u> Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, New York 10019-6064 Attention: Andrew N. Rosenberg Phone: (212) 373-3158 Facsimile: (212) 492-0158 E-Mail: arosenberg@paulweiss.com	Court Claim # (if known): 62783 Amount of Claim as Filed with respect to ISIN XS0379485864: <u>\$5,000,000.00</u> Amount of Claim as Filed with respect to ISIN XS0379485864 to be Transferred: <u>\$5,000,000.00 (or 100.00% of the Allowed Amount of Claim)</u> Allowed Amount of Claim with respect to ISIN XS0379485864: <u>\$5,066,944.44</u> Allowed Amount of Claim with respect to ISIN XS0379485864 to be Transferred: <u>\$5,066,944.44 (or 100.00% of the Allowed Amount of Claim)</u>
Name and Address where transferee payments should be sent (if different from above): N/A	Amount of Claim as Filed with respect to ISIN XS0384072103: <u>\$5,000,000.00</u> Amount of Claim as Filed with respect to ISIN XS0384072103 to be Transferred: <u>\$5,000,000.00 (or 100.00% of the Allowed Amount of Claim)</u> Allowed Amount of Claim with respect to ISIN XS0384072103: <u>\$5,027,750.00</u> Allowed Amount of Claim with respect to ISIN XS0384072103 to be Transferred: <u>\$5,027,750.00 (or 100.00% of the Allowed Amount of Claim)</u>

Date Claim Filed: November 2, 2009

600 Washington Boulevard
Stamford, Connecticut 06901
Attn: Matthew Rosencrans
Phone: 203.897.2644
Email: matthew.rosencrans@rbs.com

****PLEASE SEE ATTACHED EXHIBITS****

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 

Date: July 25, 2013

Transferee/Transferee's Agent

Andrew N. Rosenberg/Authorized Signatory

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Exhibit A

Evidence of Transfer of Claim

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **RBS Securities Inc.** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **Javano Management, L.L.C.** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number **62783** filed by or on behalf of **Seller's predecessor in interest** (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) Seller has delivered to Buyer a true and correct copy of the Notice of Proposed Allowed Claim Amount for the Proof of Claim ("Notice") received by Seller and no action was undertaken by Seller with respect to the Notice.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery

and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller after the date of this Agreement and Evidence of Transfer of Claim in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

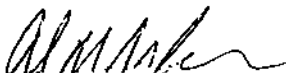
6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 25th day of July 2013.

RBS SECURITIES INC.

JAVANO MANAGEMENT, L.L.C.

By: 
Name: Rich D'Alessio
Title: Director

By: _____
Name: Andrew N. Rosenberg
Title: Authorized Signatory

600 Washington Boulevard
Stamford, Connecticut 06901
Attn: Matthew Rosencrans
Phone: 203.897.2644
Email: matthew.rosencrans@rbs.com

P.O. Box 6934
New York, NY 10150
Email: info@javanomgmt.net

and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller after the date of this Agreement and Evidence of Transfer of Claim in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.


IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 25th day of July 2013.

RBS SECURITIES INC.

JAVANO MANAGEMENT, L.L.C.

By: _____
Name:
Title:

600 Washington Boulevard
Stamford, Connecticut 06901
Attn: Matthew Rosencrans
Phone: 203.897.2644
Email: matthew.rosencrans@rbs.com

By: 
Name: Andrew N. Rosenberg
Title: Authorized Signatory

P.O. Box 6934
New York, NY 10150
Email: info@javanomgmt.net

Schedule 1

Transferred Claims

Purchased Claim


The Proof of Claim relating to the ISINs and amounts set forth below.

Lehman Programs Securities to which Transfer Relates

<u>ISIN</u>	<u>Blocking Number</u>	<u>Nominal Amount</u>	<u>Allowed Amount (USD)</u>
XS0379485864	6045825	USD 5,000,000.00	5,066,944.44
XS0384072103	6045826	USD 5,000,000.00	5,027,750.00
		Total	10,094,694.44

Exhibit B

Proof of Claim

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009		Filed: USBC - Southern District of New York Lehman Brothers Holdings Inc., Et Al. 08-13555 (JMP) 0000062783 	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Lehman Brothers International (Europe) (in administration) 25 Bank Street London E14 5LE United Kingdom Attn: Steven Anthony Pearson See attached for additional contact information		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Telephone number: see attached Email Address: see attached			
Name and address where payment should be sent (if different from above)		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: _____ Email Address: _____			
<p>1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.</p> <p>Amount of Claim: \$ <u>see attached</u> (Required)</p> <p><input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.</p>			
<p>2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.</p> <p>International Securities Identification Number (ISIN): <u>see attached</u> (Required)</p>			
<p>3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.</p> <p>Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: <u>see attached</u></p> <p>(Required)</p>			
<p>4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.</p> <p>Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>97816 EUROCLEAR</u></p> <p>(Required)</p>			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		FOR COURT USE ONLY FILED / RECEIVED NOV 02 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC	
<table border="1"><tr><td>Date: <u>7/29/09</u></td><td>Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <u>M J G J</u> Administrator (acting as agent and without personal liability)</td></tr></table>			
Date: <u>7/29/09</u>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. <u>M J G J</u> Administrator (acting as agent and without personal liability)		
<p>Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571</p> <p><u>MICHAEL JOHN ANDREW JERVIS</u> Administrator (acting as agent and without personal liability)</p>			

**ATTACHMENT TO LEHMAN PROGRAMS SECURITIES CLAIM
OF LEHMAN BROTHERS INTERNATIONAL (EUROPE) (IN ADMINISTRATION)**

1. Lehman Brothers International (Europe) (in administration) (including all of its international branches, "**LBIE**"), acting through one of Steven Anthony Pearson, Michael John Andrew Jervis, Dan Yoram Schwarzmann or Anthony Victor Lomas (together, the "**Administrators**" and each an "**Administrator**") as agents for LBIE and without personal liability, hereby files this Lehman Programs Securities (as defined in the Bar Date Order dated July 2, 2009, "**LPS**") omnibus claim (the "**LPS Omnibus Claim**") against Lehman Brothers Holdings Inc. ("**LBHI**" and, together with its direct and indirect subsidiaries, the "**Lehman Group**"), case number 08-13555 (JMP) (the "**Bankruptcy Proceeding**") in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**"). LBIE files this LPS Omnibus Claim in connection with the LPS bar date for the purpose of preserving the rights of its clients (which term, for the avoidance of doubt, means in this LPS Omnibus Claim, LBIE's own clients and the clients of LBIE's affiliates) on whose behalf this LPS Omnibus Claim is made under title 11 of the United States Code (the "**Bankruptcy Code**"). This LPS Omnibus Claim, including, without limitation, each of the values identified herein and in any supporting workpapers attached hereto, has been calculated to the best of the Administrators' knowledge in reliance on LBIE's books and records as of the date of this filing and as qualified in every respect as set forth in greater detail herein. LBIE reserves the right to supplement, amend or correct the claim population and each claim value or value placeholder reported in this LPS Omnibus Claim.

I. BACKGROUND

2. LBIE (an unlimited company incorporated in England and Wales with registered number 02538254) was the principal trading company of the Lehman Group in Europe. LBIE's business involved the global provision of a wide range of financial services and products, including trading and broking, equity and fixed income instruments and financial derivatives on behalf of its clients and itself. LBHI was the parent holding company in the United States of the Lehman Group, which provided a wide array of financial services in equity and fixed income sales, trading and research, investment banking, asset management, private investment management and private equity. LBHI and LBIE functioned as part of an integrated, international financial group whose businesses were closely intertwined.

3. On September 15, 2008, LBIE was placed into administration by order of the High Court of England and Wales (the "**Administration Date**"). On the same date, LBHI filed for bankruptcy protection in the Bankruptcy Court pursuant to chapter 11 of the Bankruptcy Code (the "**Filing Date**").

II. DESCRIPTION OF LPS OMNIBUS CLAIM

4. LBIE asserts and reserves the rights of its clients, whose holdings are identified in the supporting workpapers attached hereto, under the Bankruptcy Code, and other applicable law, with respect to their claims, whether or not such clients have independently filed a claim on their own behalf in the Bankruptcy Proceeding. LBIE has identified the LPS holdings reflected in the attached schedule (the "**LPS Holdings**") by comparing its own books and records against the LPS list dated July 17, 2009 (as amended on September 23, 2009) provided by LBHI on its website (the "**LPS List**"). LBIE has custody of the LPS Holdings, each of which are guaranteed by LBHI. LBIE holds the LPS Holdings for its clients and/or for clients of its affiliates. LBIE estimates that the aggregate amount owing by LBHI to LBIE's clients in connection with Account Number 97816 at EUROCLEAR, subject in

all respects to the reservation of rights and the further discussion as set forth herein, is not less than USD 2,084,741,055 (the "**Valuation**") as displayed in the schedule attached hereto.

5. With respect to bonds, the Valuation has been calculated as the nominal position multiplied by a factor of one multiplied by accrued interest where applicable and then converted to a USD equivalent using the appropriate exchange rate from Lehman Group systems as at September 15, 2008. Where applicable and/or where possible, the accrued interest has been calculated from the last coupon payment date to September 15, 2008, but due to limited access to the requisite Lehman Group systems post-September 15, 2008, such calculations have been based on alternative sources of information, which are still in the process of being validated.

III. RESERVATION OF RIGHTS

6. The relationship between LBIE and other members of the Lehman Group, including LBHI, was extremely complex. The relationship became more complex upon and after the Administration Date because, among other reasons, the regular maintenance and functioning of the IT systems and resources on which LBIE relied to monitor and record its security and custody positions effectively ceased on the Administration Date. Further, due to the global separation of the Lehman Group since September 15, 2008, there are differences between the internal data platforms and IT systems that various members of the Lehman Group, including LBHI, may continue to use versus the IT systems and resources that LBIE may continue to use. These practical complexities, together with difficulties surrounding the evaluation and interpretation of the underlying contractual documentation and electronic records of the LPS Omnibus Claim, require substantial resources and expertise to analyze and overcome. This lack of access to full books and records, all systems, and requisite personnel impacts LBIE and other members of the Lehman Group alike.

7. This LPS Omnibus Claim is necessarily being filed in reliance on the Administrators' best understanding of LBIE's books and records as of the date of this filing. The Administrators have only had access to LBIE's books and records since the Administration Date. LBIE reserves all rights to update, revise and supplement the data supporting this LPS Omnibus Claim, including with respect to, but not limited to, the valuation of securities as described herein, as LBIE continues to reconcile its books and records with LBHI and other members of the Lehman Group as applicable. LBIE's clients do not waive any right to amounts due for the LPS Omnibus Claim asserted herein by not stating a specific amount due for any such claims at this time.

8. This LPS Omnibus Claim has been made for and on behalf of LBIE's clients. To the extent that new or better information becomes available which indicates that one, some or all of the LPS Holdings are in fact held by LBIE for itself, LBIE reserves all of its rights with respect to such LPS Holdings, and will amend the relevant LPS Claim(s) filed by LBIE and/or this LPS Omnibus Claim accordingly.

9. Valuations have been performed using the best data reasonably available in the period before the Bar Date. Valuations are subject to change should more or better data become available with respect to the following non-exhaustive list of valuation components: (i) despite best efforts to ascertain the complete set of depot settlement data with respect to failed and pending trades, such data is unavailable to LBIE as certain of such data is in the control of other custodians, some of which may confront the same systems and personnel problems that LBIE currently faces; (ii) corporate actions and events and coupons payable data prior to September 15, 2008 are not included due to the need to correct underlying system data before calculating their impact; (iii) LBIE's access to and visibility of information pertaining to the movement of securities post-September 12, 2008 has been

substantially hindered if not terminated completely; (iv) certain pricing factors, including but not limited to inflation indices and multi-currency bonds; (v) with respect to warrant securities that were difficult to value, LBIE has not yet ascribed a value to each such warrant security for the purpose of estimating the amount of the claim in relation thereto; (vi) with respect to securities that have embedded derivatives that effect the principal payout, LBIE is not currently able to compute the impact of the default of the issuer of the security given the complexity and burdensome nature of such exercise; and (vii) other variables.

10. Moreover, except as otherwise noted herein or in the exhibits hereto, the securities positions reflect depot positions per LBIE's records as of September 12, 2008. LBIE explicitly reserves its right to supplement, amend or revise the LPS Omnibus Claim to reflect valuations as more information becomes available.

11. Populations of LPS have been reflected in the attached schedule using the best data reasonably available in the period before the Bar Date. Populations are subject to change should more or better data become available with respect to the following non-exhaustive list of factors affecting populations: (i) certain custodian information about transactions is unavailable to LBIE as well as other members of the Lehman Group; (ii) the process of reconciliation with LBHI, other members of the Lehman Group, other custodians, street-side counterparties, and clients is still ongoing and may result in additions to or decreases from the populations of LPS, which may include certain positions about which LBIE has received queries from certain affiliates, but with respect to which no reconciliation has yet been completed; (iii) trades were mis-booked during the pre-administration period and can only be identified and rectified after intensive manual investigation; and (iv) other factors.

12. LBHI is the guarantor of all LPS, and it is LBHI's books and records that would reflect any and all offerings of foreign Lehman paper that should have been included in the LPS List. LBIE is not in a position to ensure that the LPS List is complete. While LBIE reviewed its books and records for any LPS-qualifying securities that it purchased or holds, and made additions to the LPS List before it was finalized by LBHI, as discussed throughout this LPS Omnibus Claim, LBIE's access to all systems and records is limited. Accordingly, LBIE reserves all rights of its clients to, among other things, supplement this LPS Omnibus Claim should new LPS-qualifying securities not included in the LPS List be discovered after the date of this filing.

13. The claims not denominated in USD have been converted to USD for the purpose of this submission. In general, LBIE has relied on exchange rates taken from Lehman Group systems as at September 15, 2008. Ultimately, LBIE reserves its clients' rights as to the appropriate foreign exchange rates upon which to base any of its clients' claims.

14. LBIE hereby asserts on behalf of its clients a claim for interest and other costs including but not limited to attorneys' fees and/or other professional fees on the constituent parts of the LPS Omnibus Claim where appropriate and expressly reserves the right to amend the LPS Omnibus Claim accordingly.

15. As per the Bar Date Order dated July 2, 2009, LBIE has not attached any documentation supporting the LPS Omnibus Claim other than the attached schedule. LBIE will use its reasonable efforts to make relevant contracts, agreements and other information pertinent to the LPS Omnibus Claim available upon reasonable request by LBHI in a manner and time to be agreed by the parties.

16. To the extent that any portion of the LPS Omnibus Claim is entitled to administrative priority status under section 507 of the Bankruptcy Code, LBIE claims such priority status to the maximum amount allowed by law on behalf of its clients. The filing of this LPS Omnibus Claim shall in no way be deemed a waiver of LBIE's right to assert on behalf of its clients that any or all of the amounts owed to LBIE's clients by LBHI are entitled to administrative priority status.

17. LBIE's clients reserve the right to assert any basis for recovery of cash, securities or other assets from LBHI under any legal or equitable theory including, without limitation, indemnification, breach of fiduciary duty, unjust enrichment, conversion, constructive trust, return of property otherwise not properly within LBHI's bankruptcy estate, treatment in accordance with the regulations of the Financial Services Authority or other potentially applicable US or non-US laws and regulation or other priority treatment with respect to each of the claims asserted herein.

18. LBIE does not waive any right or rights of action that LBIE's clients have or may have against LBHI's estate or any other entity. LBIE reserves any and all rights its clients have or may have with respect to any other agreements that may exist between LBIE's clients and LBHI, including without limitation, any rights of setoff, recoupment or netting. Nothing herein shall be deemed a waiver by LBIE's clients of any of their rights and remedies in connection with such agreements.

19. By filing this LPS Omnibus Claim, LBIE does not submit itself or its clients to the jurisdiction of the Bankruptcy Court or any other U.S. court or tribunal for any purpose other than with respect to this LPS Omnibus Claim. Where U.S. jurisdiction does exist with respect to this LPS Omnibus Claim, LBIE does not waive or release its rights to, on behalf of its clients, (i) withdraw the reference or (ii) a jury trial with respect to the subject matter of this LPS Omnibus Claim, any objection thereto or other proceeding that may be commenced in this case against or otherwise involving LBIE. By filing this LPS Omnibus Claim, neither LBIE nor its clients waive any of their rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether another affiliate of LBHI, or an assignee, separate guarantor or otherwise. LBIE and its clients reserve all rights to assert (i) any claim, defense, offset or other right against any party, including but not limited to LBHI or any of its affiliated debtors or non-debtors, in a foreign jurisdiction, including but not limited to claims based on U.S. and U.K. or other foreign law, and (ii) any claims, defenses, offsets or other rights available to them under U.S. or any other jurisdiction's law in the event LBHI asserts counterclaims or affirmative claims against LBIE or its clients in the Bankruptcy Court. Furthermore, LBIE asserts that any counterclaim or affirmative claim by LBHI against LBIE or its clients must be asserted in its applicable foreign proceeding, whether in the U.K. or in another foreign jurisdiction, and LBIE and its clients reserve the right to assert therein any claim, defense, offset or other right that may be asserted in such U.K. or other foreign proceeding. LBIE and its clients further reserve all rights to assert that, under principles of equity or comity or otherwise, a court other than the Bankruptcy Court would be the appropriate forum in which to hear and decide any matter in connection with this LPS Omnibus Claim.

20. This LPS Omnibus Claim is not intended to be and shall not be construed as (a) an election of remedies; (b) a waiver of any defaults; or (c) a waiver or limitation of any rights, remedies, claims or interests of LBIE and/or LBIE's clients.

21. LBIE reserves the right to replace, amend or supplement this LPS Omnibus Claim at any time and in any respect, including, without limitation, for the purpose of (a) setting forth or changing the basis of the claims described herein and (b) providing further description or evidence of such claims.

In the event that any order of the Bankruptcy Court is entered into which effects: (i) a recharacterization or subordination of claims, including without limitation, this LPS Omnibus Claim; (ii) substantive consolidation of some or all of the LBHI affiliated debtors with any of their affiliates; or (iii) any other similar remedy, the rights of LBIE to file additional proofs of claim or amended proofs of claim against LBHI or any of its affiliates on behalf of LBIE's clients is specifically reserved. This LPS Omnibus Claim is submitted without prejudice to any of LBIE's rights or those of its clients in all respects.

22. The Administrators have signed this LPS Omnibus Claim as agents for and on behalf of LBIE and neither they, their firm, partners, employees, agents, advisers or representatives shall incur any personal liability whatsoever in respect of, or in relation to, this LPS Omnibus Claim. The exclusion of liability set out in this paragraph shall arise and continue notwithstanding the termination of the agency of the Administrators and shall operate as a waiver of any claims in tort as well as under the laws of contract.

IV. NOTICES

23. Notices regarding this LPS Omnibus Claim should be sent to

Lehman Brothers International (Europe) (in administration)
25 Bank Street
London
E14 5LE
United Kingdom
Attn: Steven Anthony Pearson as Joint Administrator of Lehman Brothers International (Europe)

and

PricewaterhouseCoopers LLP
Plumtree Court
London
EC4A 4HT
United Kingdom
Attn: Steven Anthony Pearson

with a copy to:

Linklaters LLP
1345 Avenue of the Americas
New York, NY 10105
Attn: Titia Holtz
Kiah Beverly-Graham
Phone: (212) 903-9000

Lehman Paper held in account 97816 EUROCLEAR

International Securities Identification Number (ISIN)	Blocking Reference	Depository Account Number	Instrument type	Position	Currency	Valuation - Underlying Currency Amount	FX Rate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual
XS0384072103	6045826	97816	ZCB	5,000,000	USD	5,000,000	1.0000	5,000,000	-
XS0379987372	6045829	97816	Floating	120,000,000	JPY	122,026,667	0.0095	1,158,463	Yes
XS0379485864	6045825	97816	ZCB	5,000,000	USD	5,000,000	1.0000	5,000,000	-
XS0375559753	6045827	97816	ZCB	100,000,000	USD	100,000,000	1.0000	100,000,000	-
XS0374734480	6045828	97816	Floating	200,000,000	JPY	200,000,000	0.0095	1,898,704	-
XS0373182566	6045822	97816	ZCB	500,000,000	JPY	500,000,000	0.0095	4,746,760	-
XS0369334700	6045823	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0368926092	6045817	97816	Floating	70,000,000	JPY	70,000,000	0.0095	664,546	-
XS0368739495	6045820	97816	Fixed	1,000,000,000	JPY	1,000,000,000	0.0095	9,493,521	-
XS0368698444	6045824	97816	Fixed	8,727,000	USD	8,736,697	1.0000	8,736,697	Yes
XS0368576848	6045818	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0368098090	6045816	97816	ZCB	7,000,000	NZD	7,000,000	0.6571	4,599,700	-
XS0367930582	6045812	97816	ZCB	7,000,000	NZD	7,000,000	0.6571	4,599,700	-
XS0367848721	6045809	97816	ZCB	7,000,000	NZD	7,000,000	0.6571	4,599,700	-
XS0367648648	6045814	97816	ZCB	7,000,000	NZD	7,000,000	0.6571	4,599,700	-
XS0367282059	6045813	97816	Floating	10,000,000	USD	10,000,000	1.0000	10,000,000	-
XS0367280277	6045815	97816	Floating	10,000,000	USD	10,000,000	1.0000	10,000,000	-
XS0367279931	6045811	97816	Floating	10,000,000	USD	10,000,000	1.0000	10,000,000	-
XS0367279774	6045810	97816	Floating	10,000,000	USD	10,000,000	1.0000	10,000,000	-
XS0366374634	6045804	97816	Floating	230,000,000	JPY	230,000,000	0.0095	2,183,510	-
XS0366374394	6045802	97816	Floating	200,000,000	JPY	200,000,000	0.0095	1,898,704	-
XS0366126224	6045803	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0366125920	6045806	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0365916179	6045807	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0365916096	6045801	97816	ZCB	7,000,000	NZD	7,000,000	0.6571	4,599,700	-
XS0365915874	6045808	97816	ZCB	8,000,000	AUD	8,000,000	0.8063	6,450,000	-
XS0365872968	6045805	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0365870830	6045798	97816	ZCB	7,000,000	NZD	7,000,000	0.6571	4,599,700	-
XS0365822781	6045799	97816	ZCB	200,000,000	JPY	200,000,000	0.0095	1,898,704	-
XS0364895887	6045796	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0364895614	6045797	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0364649250	6045800	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0364263227	6045790	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0364018340	6045792	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0363707695	6045794	97816	Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0362880778	6045795	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0362661398	6045793	97816	Floating	190,000,000	JPY	190,000,000	0.0095	1,803,769	-
XS0362376435	6045791	97816	Floating	200,000,000	JPY	200,000,000	0.0095	1,898,704	-
XS0361107674	6045789	97816	ZCB	7,000,000	NZD	7,000,000	0.6571	4,599,700	-
XS0360870488	6045784	97816	Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0360870306	6045782	97816	Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0360775141	6045787	97816	Floating	120,000,000	JPY	120,000,000	0.0095	1,139,222	-
XS0360377765	6045785	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0359858759	6045783	97816	Fixed	7,000,000	NZD	7,000,000	0.6571	4,599,700	-
XS0359351938	6045778	97816	Fixed	5,000,000	AUD	5,000,000	0.8063	4,031,250	-
XS0359279998	6045779	97816	Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0358426244	6045780	97816	Fixed	100,000,000	JPY	113,902,800	0.0095	1,081,339	Yes
XS0358125830	6045781	97816	Floating	7,000,000	NZD	7,000,000	0.6571	4,599,700	-
XS0358118189	6045773	97816	Floating	5,000,000	USD	5,000,000	1.0000	5,000,000	-
XS0357874451	6045770	97816	Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0357773000	6045772	97816	Floating	90,000,000	JPY	90,000,000	0.0095	854,417	-
XS0354911710	6045771	97816	Fixed	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0354608290	6045774	97816	ZCB	1,000,000,000	JPY	1,000,000,000	0.0095	9,493,521	-
XS0354483140	6045775	97816	Floating	350,000,000	JPY	350,000,000	0.0095	3,322,732	-
XS0354482928	6045777	97816	Floating	440,000,000	JPY	440,000,000	0.0095	4,177,149	-
XS0354225954	6045765	97816	Floating	3,000,000	USD	3,027,650	1.0000	3,027,650	Yes
XS0353875106	6045766	97816	Floating	120,000,000	JPY	120,000,000	0.0095	1,139,222	-
XS0353499790	6045767	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0353348823	6045769	97816	Floating	150,000,000	JPY	150,000,000	0.0095	1,424,028	-
XS0352912371	6045768	97816	ZCB	1,000,000	USD	1,000,000	1.0000	1,000,000	-
XS0352601701	6045764	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0352601610	6045762	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0352601024	6045761	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0351983779	6045763	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0351859094	6045757	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-

International Securities Identification Number (ISIN)	Blocking Reference	Depository Account Number	Instrument type	Position	Currency	Valuation - Underlying Currency Amount	FX Rate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual
XS0351650964	6045760	97816	Floating	400,000,000	JPY	400,000,000	0.0095	3,797,408	-
XS0351627806	6045759	97816	Fixed	7,000,000	NZD	7,000,000	0.6571	4,599,700	-
XS0351359103	6045756	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0350893904	6045755	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0350117064	6045758	97816	Floating	7,000,000	NZD	7,000,000	0.6571	4,599,700	-
XS0350116926	6045753	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0349757368	6045752	97816	Floating	290,000,000	JPY	290,000,000	0.0095	2,753,121	-
XS0349442615	6045751	97816	Floating	400,000,000	JPY	400,000,000	0.0095	3,797,408	-
XS0349153931	6045754	97816	Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0348936161	6045749	97816	Floating	50,000,000	JPY	50,000,000	0.0095	474,676	-
XS0347694787	6049032	97816	Fixed	10,000,000	USD	10,055,278	1.0000	10,055,278	Yes
XS0346508616	6045750	97816	Floating	270,000,000	JPY	270,000,000	0.0095	2,563,251	-
XS0346124984	6045746	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0346124638	6045747	97816	Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0346123408	6045748	97816	Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0345815178	6045743	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0345814791	6045740	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0345213796	6045741	97816	Floating	5,000,000	AUD	5,000,000	0.8063	4,031,250	-
XS0344899710	6045745	97816	ZCB	5,000,000	AUD	5,000,000	0.8063	4,031,250	-
XS0344830608	6045742	97816	Floating	100,000,000	JPY	100,333,333	0.0095	952,517	Yes
XS0344549141	6045744	97816	Floating	7,000,000	AUD	8,914,111	0.8063	7,187,002	Yes
XS0344142202	6045734	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0344101943	6045735	97816	Fixed	7,000,000	NZD	7,000,000	0.6571	4,599,700	-
XS0344101273	6045736	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0344086532	6045738	97816	ZCB	5,000,000	USD	5,000,000	1.0000	5,000,000	-
XS0343798400	6045737	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0343642905	6045739	97816	Floating	7,000,000	NZD	7,000,000	0.6571	4,599,700	-
XS0343584602	6045733	97816	Floating	500,000,000	JPY	502,222,222	0.0095	4,767,857	Yes
XS0343217104	6045732	97816	Floating	500,000,000	JPY	502,222,222	0.0095	4,767,857	Yes
XS0343216809	6045730	97816	Floating	500,000,000	JPY	502,222,222	0.0095	4,767,857	Yes
XS0342989711	6045729	97816	Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0342989398	6045728	97816	Fixed	7,000,000	NZD	7,000,000	0.6571	4,599,700	-
XS0342945002	6045731	97816	Floating	18,000,000	USD	18,000,000	1.0000	18,000,000	-
XS0342120620	6045726	97816	ZCB	8,000,000	AUD	8,000,000	0.8063	6,450,000	-
XS0341223427	6045723	97816	ZCB	8,000,000	AUD	8,000,000	0.8063	6,450,000	-
XS0341168069	6045725	97816	Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0341159589	6045727	97816	Fixed	8,000,000	AUD	8,000,000	0.8063	6,450,000	-
XS0340649200	6045724	97816	Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0340647840	6045717	97816	Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0340462042	6045721	97816	Floating	80,000,000	JPY	80,000,000	0.0095	759,482	-
XS0339561002	6045715	97816	ZCB	7,500,000	AUD	7,500,000	0.8063	6,046,875	-
XS0339559527	6045722	97816	ZCB	7,000,000	NZD	7,000,000	0.6571	4,599,700	-
XS0339559360	6045718	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0339480773	6045716	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0339222050	6045720	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0338845598	6045708	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0338801110	6045712	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0338676116	6045713	97816	ZCB	14,000,000	NZD	14,000,000	0.6571	9,199,400	-
XS0338675902	6045709	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0338675811	6045711	97816	ZCB	14,000,000	AUD	14,000,000	0.8063	11,287,500	-
XS0338675571	6045710	97816	Floating	190,000,000	JPY	190,000,000	0.0095	1,803,769	-
XS0338657165	6045706	97816	Floating	40,000,000	USD	40,047,222	1.0000	40,047,222	Yes
XS0338657082	6045705	97816	Floating	40,000,000	USD	40,047,222	1.0000	40,047,222	Yes
XS0338656860	6045707	97816	Floating	30,000,000	USD	30,035,417	1.0000	30,035,417	Yes
XS0338656787	6045704	97816	Floating	40,000,000	USD	40,047,222	1.0000	40,047,222	Yes
XS0338518045	6045702	97816	Floating	100,000,000	JPY	108,000,000	0.0095	1,025,300	Yes
XS0338084378	6045700	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0337877582	6045698	97816	Floating	7,000,000	AUD	9,342,667	0.8063	7,532,525	Yes
XS0337413917	6045699	97816	Floating	7,000,000	AUD	9,312,139	0.8063	7,507,912	Yes
XS0336930440	6045695	97816	Floating	15,000,000	AUD	20,912,500	0.8063	16,860,703	Yes
XS0336928113	6045696	97816	Floating	15,000,000	AUD	20,697,500	0.8063	16,687,359	Yes
XS0336617203	6045701	97816	Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0336414866	6045694	97816	Floating	7,000,000	AUD	9,486,750	0.8063	7,648,692	Yes
XS0336249569	6045697	97816	Floating	7,000,000	AUD	9,473,333	0.8063	7,637,875	Yes
XS0335972070	6045690	97816	Floating	7,000,000	AUD	9,473,333	0.8063	7,637,875	Yes
XS0335624036	6045691	97816	Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0335623731	6045692	97816	Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0335621875	6045693	97816	Floating	100,000,000	JPY	100,933,333	0.0095	958,213	Yes
XS0335345665	6045685	97816	Floating	7,000,000	AUD	9,699,667	0.8063	7,820,356	Yes
XS0335344932	6045681	97816	Floating	7,000,000	AUD	9,595,833	0.8063	7,736,641	Yes
XS0335143797	6045686	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-

International Securities Identification Number (ISIN)	Blocking Reference	Depository Account Number	Instrument type	Position	Currency	Valuation - Underlying Currency Amount	FX Rate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual
XS0335143524	6045682	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0335143441	6045683	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0335143284	6045689	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0334704524	6045688	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0334450912	6045675	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0334450599	6045674	97816	Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0334450326	6045676	97816	Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0334224317	6045677	97816	Fixed	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0334172094	6045680	97816	Fixed	17,000,000	AUD	17,060,214	0.8063	13,754,798	Yes
XS0334171872	6045678	97816	Fixed	33,000,000	AUD	33,116,886	0.8063	26,700,489	Yes
XS0334171799	6045679	97816	Fixed	17,000,000	AUD	17,060,214	0.8063	13,754,798	Yes
XS0334090445	6045672	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0333969706	6045671	97816	Floating	120,000,000	JPY	120,000,000	0.0095	1,139,222	-
XS0333831187	6045666	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0333106507	6045670	97816	Floating	510,000,000	JPY	510,000,000	0.0095	4,841,696	-
XS0333106259	6045667	97816	Floating	340,000,000	JPY	340,000,000	0.0095	3,227,797	-
XS0332764785	6045673	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0332136463	6045669	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0332108413	6045664	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0331880566	6045659	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0331653823	6045660	97816	Floating	100,000,000	JPY	101,827,778	0.0095	966,704	Yes
XS0331505122	6045661	97816	Floating	7,000,000	NZD	7,000,000	0.6571	4,599,700	-
XS0331504828	6045663	97816	Floating	7,000,000	NZD	7,000,000	0.6571	4,599,700	-
XS0331472281	6045662	97816	Floating	1,000,000	AUD	1,007,500	0.8063	812,297	Yes
XS0331048123	6045665	97816	ZCB	4,000,000	AUD	4,000,000	0.8063	3,225,000	-
XS0331048040	6045654	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0331045020	6045655	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0331044999	6045653	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0331044726	6045657	97816	ZCB	3,000,000	AUD	3,000,000	0.8063	2,418,750	-
XS0331037605	6045658	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0330867762	6045652	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0330724229	6045651	97816	Floating	110,000,000	JPY	110,000,000	0.0095	1,044,287	-
XS0330204149	6045648	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0329878770	6045647	97816	Floating	300,000,000	JPY	300,000,000	0.0095	2,848,056	-
XS0329878267	6045650	97816	Floating	250,000,000	JPY	250,000,000	0.0095	2,373,380	-
XS0329877889	6045649	97816	Fixed	10,000,000	USD	10,081,467	1.0000	10,081,467	Yes
XS0329429541	6045643	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0329337421	6045645	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0329337264	6045646	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0329067531	6045644	97816	Floating	240,000,000	JPY	240,000,000	0.0095	2,278,445	-
XS0328865661	6045642	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0328666119	6045637	97816	Floating	240,000,000	JPY	240,000,000	0.0095	2,278,445	-
XS0328587166	6045639	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0328210652	6045638	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0327847470	6045640	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0327713359	6045632	97816	Floating	300,000,000	JPY	300,000,000	0.0095	2,848,056	-
XS0327465356	6045633	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0327291349	6045631	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0327275656	6045634	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0327275227	6045635	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0327082854	6045636	97816	Floating	370,000,000	JPY	370,000,000	0.0095	3,512,603	-
XS0326823324	6045626	97816	Floating	300,000,000	JPY	300,000,000	0.0095	2,848,056	-
XS0326486734	6045627	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0325959285	6045629	97816	Floating	50,000,000	JPY	51,225,000	0.0095	486,306	Yes
XS0324984185	6045628	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0324983963	6045625	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0324583607	6045630	97816	ZCB	3,000,000	USD	3,000,000	1.0000	3,000,000	-
XS0324462133	6045619	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0324461911	6045618	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0324342582	6045620	97816	Floating	380,000,000	JPY	417,472,222	0.0095	3,963,281	Yes
XS0324187839	6045623	97816	Floating	14,000,000	AUD	14,000,000	0.8063	11,287,500	-
XS0323635713	6045624	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0323635473	6045622	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0323634823	6045621	97816	ZCB	14,000,000	AUD	14,000,000	0.8063	11,287,500	-
XS0322468777	6045612	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0322467969	6045613	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0322030940	6045617	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0321795840	6045615	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0321794280	6045611	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0321396987	6045614	97816	Floating	120,000,000	JPY	120,000,000	0.0095	1,139,222	-
XS0321125014	6045610	97816	Floating	234,000,000	JPY	239,970,250	0.0095	2,278,163	Yes

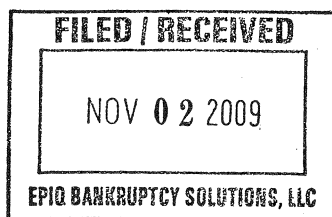
International Securities Identification Number (ISIN)	Blocking Reference	Depository Account Number	Instrument type	Position	Currency	Valuation - Underlying Currency Amount	FX Rate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual
XS0321080912	6045607	97816	Floating	300,000,000	JPY	300,000,000	0.0095	2,848,056	-
XS0320745028	6045608	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0320102295	6045609	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0319683990	6045604	97816	Floating	160,000,000	JPY	160,000,000	0.0095	1,518,963	-
XS0319632732	6045605	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0319632575	6045600	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0319359039	6045603	97816	Floating	300,000,000	JPY	300,000,000	0.0095	2,848,056	-
XS0319159702	6045606	97816	Floating	3,570,000	USD	3,570,000	1.0000	3,570,000	-
XS0319159454	6045599	97816	Floating	4,390,000	USD	4,390,000	1.0000	4,390,000	-
XS0318599056	6045601	97816	Floating	710,000,000	JPY	710,493,056	0.0095	6,745,081	Yes
XS0318538930	6045594	97816	Floating	200,000,000	JPY	200,000,000	0.0095	1,898,704	-
XS0317981081	6045596	97816	Floating	500,000,000	JPY	500,555,556	0.0095	4,752,035	Yes
XS0317943586	6045597	97816	Floating	100,000,000	JPY	100,466,667	0.0095	953,782	Yes
XS0316953925	6045598	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0316953255	6045593	97816	Floating	1,000,000	AUD	1,000,000	0.8063	806,250	-
XS0316826733	6045595	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0316169050	6045592	97816	Floating	220,000,000	JPY	220,000,000	0.0095	2,088,575	-
XS0315419134	6045588	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0315356039	6045590	97816	Floating	1,000,000,000	JPY	1,000,000,000	0.0095	9,493,521	-
XS0314747105	6045591	97816	Floating	1,100,000	AUD	1,100,000	0.8063	886,875	-
XS0314578310	6045589	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0313950031	6045584	97816	Floating	3,040,000	USD	3,040,000	1.0000	3,040,000	-
XS0313782814	6045586	97816	ZCB	4,500,000	USD	4,500,000	1.0000	4,500,000	-
XS0313664459	6045587	97816	Floating	100,000,000	JPY	101,333,333	0.0095	962,010	Yes
XS0313537184	6045585	97816	Floating	3,590,000	USD	3,590,000	1.0000	3,590,000	-
XS0313536962	6045581	97816	Floating	3,360,000	USD	3,360,000	1.0000	3,360,000	-
XS0313326729	6045580	97816	Floating	150,000,000	JPY	153,875,000	0.0095	1,460,815	Yes
XS0312723272	6045578	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0312428609	6045577	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0312057432	6045579	97816	Floating	110,000,000	JPY	110,000,000	0.0095	1,044,287	-
XS0311754963	6045571	97816	Floating	51,000,000	JPY	51,982,600	0.0095	493,498	Yes
XS0311740582	6045573	97816	Floating	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0311664543	6045574	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0311101652	6045570	97816	Floating	2,750,000	USD	2,750,000	1.0000	2,750,000	-
XS0310885933	6045572	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0310863021	6045568	97816	Floating	452,000,000	JPY	455,515,556	0.0095	4,324,446	Yes
XS0310085062	6045575	97816	Floating	1,180,000	USD	1,180,000	1.0000	1,180,000	-
XS0310083950	6045576	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0309790797	6045581	97816	Floating	2,570,000	USD	2,570,000	1.0000	2,570,000	-
XS0309365319	6045562	97816	Floating	300,000,000	JPY	312,600,000	0.0095	2,967,675	Yes
XS0309227436	6045566	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0309186731	6045560	97816	Floating	300,000,000	JPY	308,715,000	0.0095	2,930,792	Yes
XS0309186145	6045563	97816	Floating	1,740,000	USD	1,740,000	1.0000	1,740,000	-
XS0308102283	6045564	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0307903830	6045567	97816	Floating	130,000,000	JPY	131,254,834	0.0095	1,246,070	Yes
XS0307093491	6045558	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0307009372	6045557	97816	Fixed	1,000,000,000	JPY	1,000,000,000	0.0095	9,493,521	-
XS0307008481	6045554	97816	Floating	200,000,000	JPY	205,416,667	0.0095	1,950,127	Yes
XS0305127150	6045559	97816	Floating	180,000,000	JPY	180,000,000	0.0095	1,708,834	-
XS0305103565	6045552	97816	Floating	50,000,000	JPY	50,000,000	0.0095	474,676	-
XS0304473019	6045553	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0303864184	6045550	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0303862998	6045548	97816	Floating	50,592,000	JPY	50,592,000	0.0095	480,296	-
XS0303572217	6045549	97816	Floating	1,000,000,000	JPY	1,000,000,000	0.0095	9,493,521	-
XS0303531700	6045547	97816	Floating	500,000,000	JPY	500,000,000	0.0095	4,746,760	-
XS0303178825	6045551	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0302821755	6045542	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0302480230	6045541	97816	Floating	50,000,000	JPY	50,000,000	0.0095	474,676	-
XS0302264535	6045543	97816	Floating	320,000,000	USD	357,200,000	1.0000	357,200,000	Yes
XS0302118632	6045544	97816	Floating	200,000,000	JPY	202,625,000	0.0095	1,923,625	Yes
XS0300351193	6045546	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0300349296	6045545	97816	ZCB	8,000,000	AUD	8,000,000	0.8063	6,450,000	-
XS0299661099	6045538	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0299369511	6045535	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0298612697	6045540	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0298320218	6045536	97816	Floating	500,000,000	JPY	500,000,000	0.0095	4,746,760	-
XS0298201988	6045537	97816	Floating	500,000,000	JPY	500,000,000	0.0095	4,746,760	-
XS0297915117	6045534	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0297908849	6045529	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0297459868	6045532	97816	Floating	200,000,000	JPY	200,000,000	0.0095	1,898,704	-
XS0297127861	6045533	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-

International Securities Identification Number (ISIN)	Blocking Reference	Depository Account Number	Instrument type	Position	Currency	Valuation - Underlying Currency Amount	FX Rate at 15/09/2008	Valuation - USD Equivalent	Includes Coupon Interest Accrual
XS0295861107	6045530	97816	Floating	173,000,000	JPY	176,484,028	0.0095	1,675,455	Yes
XS0295002231	6045531	97816	Floating	100,000,000	JPY	102,625,000	0.0095	974,273	Yes
XS0294244032	6045522	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0293140553	6045524	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0292221776	6045528	97816	Floating	120,000,000	JPY	123,306,667	0.0095	1,170,614	Yes
XS0291873122	6045526	97816	Floating	50,000,000	JPY	51,911,111	0.0095	492,819	Yes
XS0290989994	6045525	97816	Floating	500,000,000	JPY	505,104,167	0.0095	4,795,217	Yes
XS0290093847	6045521	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0289338948	6045523	97816	Floating	90,000,000	JPY	90,000,000	0.0095	854,417	-
XS0286637144	6045517	97816	Floating	50,000,000	JPY	50,000,000	0.0095	474,676	-
XS0280508952	6045520	97816	Floating	300,000,000	JPY	338,550,000	0.0095	3,214,031	Yes
XS0279730435	6045516	97816	Floating	3,000,000	USD	3,000,000	1.0000	3,000,000	-
XS0279378532	6045519	97816	Floating	410,000,000	JPY	410,000,000	0.0095	3,892,343	-
XS0278290589	6045518	97816	Floating	100,000,000	JPY	102,955,556	0.0095	977,411	Yes
XS0274755072	6045515	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0272915389	6045513	97816	Floating	50,000,000	JPY	50,700,000	0.0095	481,321	Yes
XS0272543900	6045510	97816	ZCB	300,000	EUR	300,000	1.4184	425,520	-
XS0272080457	6045512	97816	Floating	1,000,000,000	JPY	1,000,000,000	0.0095	9,493,521	-
XS0271188285	6045514	97816	ZCB	7,000,000	AUD	7,000,000	0.8063	5,643,750	-
XS0270820177	6045509	97816	Floating	100,000,000	JPY	105,795,833	0.0095	1,004,375	Yes
XS0268364766	6045507	97816	Floating	200,000,000	JPY	200,000,000	0.0095	1,898,704	-
XS0268364253	6045506	97816	Floating	100,000,000	JPY	100,000,000	0.0095	949,352	-
XS0268241683	6045508	97816	Floating	100,000,000	JPY	101,408,333	0.0095	962,722	Yes
XS0266551299	6045505	97816	Floating	50,000,000	JPY	50,085,556	0.0095	475,488	Yes
XS0264130369	6045496	97816	ZCB	5,000,000	AUD	5,000,000	0.8063	4,031,250	-
XS0263871674	6049031	97816	ZCB	16,500,000	EUR	16,500,000	1.4184	23,403,600	-
XS0262585374	6045500	97816	ZCB	5,000,000	AUD	5,000,000	0.8063	4,031,250	-
XS0261613474	6045501	97816	ZCB	5,000,000	AUD	5,000,000	0.8063	4,031,250	-
XS0260439210	6045502	97816	Floating	5,000,000	AUD	5,000,000	0.8063	4,031,250	-
XS0258128247	6045504	97816	Floating	10,000,000	USD	10,000,000	1.0000	10,000,000	-
XS0257593037	6045499	97816	Fixed	1,000,000,000	JPY	1,000,000,000	0.0095	9,493,521	-
XS0257328392	6045503	97816	Floating	10,000,000	USD	10,000,000	1.0000	10,000,000	-
XS0256738757	6045494	97816	Floating	10,000,000	USD	10,000,000	1.0000	10,000,000	-
XS0253717986	6050165	97816	Floating	3,000,000	USD	3,000,000	1.0000	3,000,000	-
XS0252835110	6045495	97816	ZCB	9,500,000	EUR	9,500,000	1.4184	13,474,800	-
XS0243200143	6045490	97816	Fixed	550,000	USD	553,433	1.0000	553,433	Yes
XS0234063906	6045491	97816	Floating	100,000,000	JPY	101,041,667	0.0095	959,241	Yes
XS0224346592	6045492	97816	ZCB	3,200,000	EUR	3,200,000	1.4184	4,538,880	-
XS0207897199	6045493	97816	Fixed	1,000,000	USD	1,046,500	1.0000	1,046,500	Yes
XS0186852728	6045488	97816	Fixed	8,400,000	USD	8,400,000	1.0000	8,400,000	-
XS0178999537	6049030	97816	ZCB	4,260,000	EUR	4,260,000	1.4184	6,042,384	-
XS0109171586	6045489	97816	Floating	500,000,000	JPY	500,000,000	0.0095	4,746,760	-
XS0107875642	6045487	97816	ZCB	500,000,000	JPY	500,000,000	0.0095	4,746,760	-
Grand Total								2,084,741,055	

Where possible, accrued interest has been calculated for Fixed and Floating Rate Notes. In some instances this has not been possible due to lack of information at the time of submission.
LBIE reserves all rights with respect to all valuations including as to accrued interest.

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